

SALE/PURCHASE AGREEMENT

BETWEEN

STEPHEN AUGUST CHAMI

AND

YMDY COMPANY LIMITED

**RELATING TO THE SALE/PURCHASE OF LAND PLOT
NUMBER C MISUGUSUGU STREET, MISUGUSUGU WARD,
WITHIN KIBAHA DISTRICT,
PWANI REGION**

Drawn by:

Lixin Africa Legal Advocates

Box 20913

DARES SALAAM.

LAND SALE/PURCHASE AGREEMENT

THIS AGREEMENT is made this 26 day of 09 2023

PART A

PARTIES

This sale Agreement is made between the two Parties, named;

VENDOR

STEPHEN AUGUST CHAMI
P.O.BOX

DAR ES SALAAM.

AND,

PURCHASER

YMDY COMPANY LIMITED
P.O.BOX 2094
DAR ES SALAAM.

STEPHEN AUGUST CHAMI living in Dar es Salaam, Tanzania hereinafter called "**the Vendor**") of the one part.

AND

YMDY COMPANY LIMITED of Post Office Box 2094 Dar esSalaam, Tanzania (hereinafter called the "**Purchaser** ") of the other part

THAT, STEPHEN AUGUST CHAMI shall be referred as "**VENDOR**" which term shall where the context so admits include his successors in title) of the one part; and

THAT, YMDY COMPANY LIMITED shall be referred as "**PURCHASER**" which term shall where the context so admits include her successors in title) of the other part

WHEREAS the **Vendor** is the legal owner of the property situate on the piece or parcel of land **Plot NO C MISUGUSUSU Ward, Misugusugu street** within **Kibaha District, Pwani region, Measured At 12,000 sqm,** (hereinafter referred to as "**the Property**").

WHEREAS the **Vendor** is desirous of selling and the **Purchaser** is desirous of buying the said property at a consideration of Tanzania Shillings Shillings Thirty Six Millions (**36,000,000/=**) shall be payable at **one instalment only** (hereinafter referred to as the "**Purchase Price**").

AND WHEREAS, both Parties intend to execute the sale/purchase transaction pursuant to the terms and conditions set herein bellow;

PART B

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The **Vendor** hereby sells and the **Purchaser** hereby buys all the piece and parcel of land **Plot C** Located At at **MISUGUSUGU ward, Misugusugu Street** within **Kibaha District, Pwani region, Measured At 12,000sqm**, (hereinafter referred to as "**the land**") upon the terms and conditions set out hereinafter.
2. The Purchase price being an amount of Tanzania Shillings Thirty Six Millions (**36,000,000/=**) shall be payable at **one instalment**:
3. That the Vendor shall receive the money through Bank account.
4. That the Purchaser and Vendor by signing this Agreement acknowledges that the contract will be binding when the fundshave been deposited in the Bank Account of the **Vendor**.
5. That both parties agree, and the **vendor** promise that he shall assist the **Purchaser** to obtain all necessary documents if needed and the **Purchaser** will facilitate all required governmental cost to attain the certificate of the Tittle of a Right of Occupancy in their name.
6. The **Vendor** hereby undertakes to sign and deliver to the **Purchaser** all the documents required to enable the Purchaser apply, process, verify and obtain of the certificate of Title from the relevant authority (ies).
7. The **Purchaser** shall pay all land rent, dues or other land tax arrears pending and or accrued after the sale transaction has completed, in the instance it's later discovered that during the sale of the property there were land rent, dues or tax arrears or any other arrears related with the property, **vendor** shall be liable for the payment of the arrears regardless when it was discovered.
8. The **Vendor** hereby covenant to the **Purchaser** that he is the legal owner of the property, and the property is not subject from any encumbrance (loan, mortgaged, lease, lien, any disposition) and or any encumbrance whatsoever, and that no any third party will ever show up claiming for the full or partial ownership of the land or that no person's consent is necessary for the completion of the sale transaction who has not been disclosed.

9. That both parties agree in the event it is discovered the vendor was not a legal owner of the property, not a person with authority to conclude sale or the property had encumbrances as mentioned in paragraph 8 above, the vendor shall be liable and shall return all purchase price, cost which the Purchaser shall have incurred up to that stage and compensation for the wastage of the purchaser's time and money.
10. The **Vendor** further warrants that: -
- (a) all information given by or on behalf of the **Vendor** to the **Purchaser** in the course of negotiations leading to this Agreement was when given and remains true, complete and accurate in all respects and the **Vendor** is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
 - (b) the execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the **Vendor** is a party or of any Court order;
 - (c) the **Vendor**, as to her best knowledge, is not aware of any encroachment by the Properties onto any neighbouring property;
 - (d) the **Vendor** is not aware of any intended expropriation of the Property or any portion of it.
10. That upon receiving the funds, the **Vendor** shall hand over the Property to the **Purchaser**, and the **Purchaser** shall be at liberty at any time to visit and develop the property in any manner whatsoever pursuant to the terms of this agreement.
12. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained herein shall be binding upon the parties.
13. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
14. This agreement has been executed in three copies and each shall serve the purpose of the original.
16. This agreement shall be governed by the Laws of Tanzania.


IN WITNESS WHEREOF the parties hereto have duly executed these presents on the days and in the manner hereinafter appearing.

SIGNED and DELIVERED by the said
STEPHEN AUGUST CHAMI "the Vendor
who is known to me personally/~~has been introduced~~
to me by _____ the latter being known
to me personally in my presence
this 26 day of 05, 2022



VENDOR

BEFORE ME: -

Name : SAMUEL GILBERT NDAGA
Signature : 
Postal Address : 20913 DSM
Qualification : ADVOCATE




SIGNED and DELIVERED YUAN
WEIPING On behalf of
YMDY COMPANY LIMITED
"the Purchaser" at Dar es Salaam who
is known to me personally/~~has been~~
introduced to me by _____
the latter being known to me personally
in my presence this 26 day of
09, 2022



PURCHASER

BEFORE ME: -

Name : SAMUEL GILBERT NDAGA
Signature : 
Postal Address : 20913 DSM
Qualification : ADVOCATE



SPOUSAL CONSENT

Name: STEPHEN AUGUST CHAMI

STATUS: MARRIED

SPOUSE Name: ELISIANA ADOLFU MERO

PURPOSE Land Sale;

Request Date: _____

I hereby certify that I am the spouse of the above named participant and that I consent to the sale of 12,000 SQM of our piece of land situated at MISUGUSUGU KIBAHA. I also understand that by consenting to this, I acknowledge that piece of land will no longer be ours. I further understand that this consent is irrevocable.

Spouse's Signature: _____

Date: 26/9/2022

Signed at DAR ES SALAAM The spouse whose signature appears above is either known to me or proved to me on the basis of satisfactory evidence to be said person, and acknowledged to me that he/she executed the same in his/her authorized capacity, and signed this document as a free and voluntary act.

SIGNED and **DELIVERED** by the said ELISIANA ADOLFU MERO "Spouse" at Dar es Salaam who is known to me personally/has been introduced to me by STEPHEN CHAM the latter being known to me personally in my presence this 26 day of 09, 2022

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SPOUSE

BEFORE ME: -

Name : SAMUEL GILBERT NDAGA

Signature : _____

Postal Address : 20913 DEM

Qualification : COMMISSIONER FOR OATHS

